

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC# 10/5/12  
DATE FILED: 10/5/12

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JUANA MORALES,

Plaintiff,

-against-

CITY OF NEW YORK DEPARTMENT OF JUVENILE  
JUSTICE,

10 Civ. 0892(JGK)(AJP)  
08/24

Defendant.

----- X

**WHEREAS**, plaintiff Juana Morales (“Plaintiff”) commenced this action on or about February 3, 2010, claiming that defendant discriminated and retaliated against her in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, et seq. (“ADEA”); the Americans with Disabilities Act, 42 U.S.C. §§ 12112, et seq. (“ADA”); the Equal Pay Act, 29 U.S.C. §§ 201 et seq. (“EPA”); the New York State Human Rights Law, N.Y. Exec. Law §§ 290, et seq. (“SHRL”); and the New York City Human Rights Law, N.Y. City Admin. Code §§ 8-101, et seq. (“CHRL”); and

**WHEREAS**, defendant denies any and all liability arising out of plaintiff’s allegations; and

**WHEREAS**, the parties now desire to resolve all of the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY AGREED**, by and among the undersigned, as follows:

1. The above-captioned action is hereby discontinued with prejudice and without costs, fees, disbursements, or expenses to any party except as specified in paragraph "2" below.

2. Defendant City of New York Department of Juvenile Justice ("DJJ"), agrees to pay plaintiff the amount of ten thousand dollars \_\_\_\_\_ dollars (\$10,000.00) ("Settlement Amount"). It is agreed that the payments described in this stipulation of settlement shall be in full satisfaction of all claims that were or could have been raised in this proceeding, including claims for costs, expenses and attorney fees.

3. The Settlement Amount set forth in paragraph "2" above shall be pensionable and is to be included in the calculation of plaintiff's pension benefits, to the extent provided in applicable law.

4. In consideration of the payment to be performed by DJJ described in paragraph "2" above, plaintiff agrees to the dismissal with prejudice of any and all rights of action or claims against defendant DJJ, the New York City Administration for Children's Services ("ACS"), and the City of New York, and their successors or assigns, and to release defendant DJJ, ACS, and the City of New York, and any present or former officials, employees or agents of DJJ, ACS, or the City of New York ("Released Parties") from any and all claims, liabilities and/or causes of action which plaintiff has or may have against any of the Released Parties based on any act, omission, event or occurrence occurring from the beginning of the world up through and including the date hereof, including, without limitation, any and all claims which were or could have been alleged by plaintiff in this action arising out of the events alleged in the complaint herein, including all claims for fees and costs. Plaintiff also agrees to the dismissal and discontinuance with prejudice of all claims, charges, complaints, or grievances,

filed by her against defendant DJJ, ACS, or the City of New York in any forum, and plaintiff specifically agrees to execute any further documents required by such forum to accomplish such discontinuance.

5. Plaintiff shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation, a release in the form attached hereto as Exhibit "A," the affidavit concerning Liens attached hereto as Exhibit "B," and the City of New York Substitute W-9 form attached hereto as Exhibit "C."

6. Nothing contained herein shall be deemed to be an admission of the truth of any of the allegations set forth in the complaint, or an admission by the defendant that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, DJJ, ACS, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of DJJ, ACS, or of the City of New York. The parties agree that this stipulation is not related to any other litigation or settlement negotiations and that it will not be offered as evidence in any proceeding except to enforce the terms of this settlement.

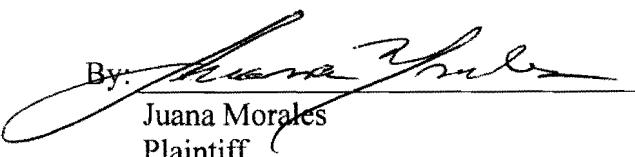
7. Nothing contained herein shall be deemed to constitute a policy or practice of DJJ, ACS, or of the City of New York.

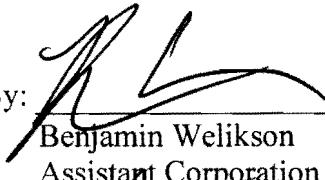
8. This Stipulation of Settlement and Discontinuance contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement and Discontinuance shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
October 5, 2012

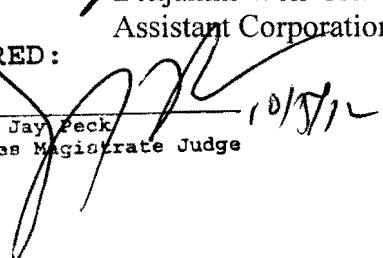
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Plaintiff Pro Se  
108 Norfolk Street, Apt. 3D  
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100 Church Street, Room 2-196  
New York, N.Y. 10007  
(212) 788-0924  
bwelikso@law.nyc.gov

By:   
Juana Morales  
Plaintiff

By:   
Benjamin Welikson  
Assistant Corporation Counsel

SO ORDERED:

  
Hon. Andrew Jay Peck  
United States Magistrate Judge  
10/10/12

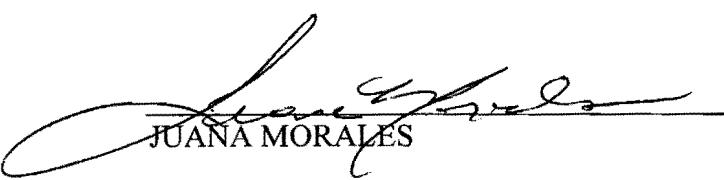
## **APPENDIX A**

**WAIVER AND RELEASE**

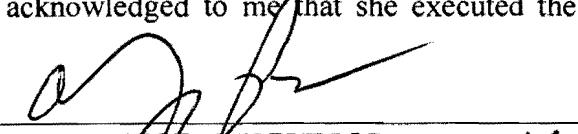
**KNOW THAT I, JUANA MORALES**, the plaintiff in the proceeding entitled Morales v. City of New York Department of Juvenile Justice, Docket No. 10 Civ. 0892, filed in the United State District Court for the Southern District of New York, in consideration of the agreement by defendant to pay me ten thousand dollars - Dollars (\$10,000.00) do hereby waive, release and discharge defendant City of New York Department of Juvenile Justice ("DJJ"), the New York City Administration for Children's Services ("ACS") and the City of New York, their successors, or assigns, and all past and present officials, employees, representatives and agents of DJJ, ACS, and the City of New York, from any and all liability, claims, or rights of action which I have or may have against the Released Parties resulting from anything which has happened to date, whether known or unknown, including, but not limited to (i) any right or claim that may exist or arise up to and including the date that this Waiver and General Release is signed; and (ii) any and all other liability, claims or rights of action which were or could have been alleged by me in the above-referenced action arising out of the events alleged in this action, including, but not limited to, all claims for expenses and costs.

**THE UNDERSIGNED HAS READ THE FOREGOING WAIVER AND RELEASE AND FULLY UNDERSTANDS IT.**

**IN WITNESS WHEREOF**, I have executed this Waiver and Release this \_\_\_\_\_ day of October, 2012.

  
JUANA MORALES

On the 5<sup>th</sup> day of Oct 2012 before me personally came and appeared Juana Morales, to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that she executed the same.

  
NOTARY PUBLIC  
HON. ANDREW J. PECK  
United States Magistrate Judge  
Southern District of New York

## **APPENDIX B**

## **APPENDIX C**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JUANA MORALES,

Plaintiff,

-against-

CITY OF NEW YORK DEPARTMENT OF JUVENILE  
JUSTICE,

Defendant.

**STIPULATION OF SETTLEMENT AND  
DISCONTINUANCE WITH PREJUDICE**

***MICHAEL A. CARDODOZO***  
*Corporation Counsel of the City of New York*  
*Attorney for Defendant*  
*100 Church Street, Room 2-196*  
*New York, N.Y. 10007*

*Of Counsel: Benjamin Welikson*  
*Matter No: 2010-013293*  
*Tel: (212) 788-0924*

*Due and timely service is hereby admitted.*

*New York, N.Y. ...., 201...*

*.....*  
*Attorney for.....*